



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE **WM-5**

May 15, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LAKE-ALAMEDA LANDSCAPED ACCESS PATH PROJECT
COOPERATIVE AGREEMENT WITH THE CITY OF BURBANK
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. As a responsible agency, concur with the finding of the lead agency and find that the Lake-Alameda Landscaped Access Path project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chairman to sign the enclosed Agreement between the District and the City of Burbank for the Lake-Alameda Landscaped Access Path project, which provides for the sharing of the total estimated project cost of \$1,620,000 of which the City of Burbank will finance 52 percent, currently estimated to be \$840,000, and the District will finance 48 percent, currently estimated to be \$780,000. The Agreement also provides for the City of Burbank to assume the operation and maintenance responsibilities for all landscaping and amenities provided by the project.

3. Authorize the Chief Engineer of the District, or his designee, to amend the Scope of Work and related financial responsibilities identified in the enclosed Agreement with the City of Burbank based on increased project funding provided by the City of Burbank.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Lake-Alameda Landscaped Access Path project will add improvements along approximately a 1/4 mile of the District's right of way on the Burbank Western Channel from Victory Boulevard to Alameda Avenue within the City of Burbank. The project consists of native landscaping, fencing, and bollards along both sides of the channel. The east side of the channel includes an 8-foot-wide meandering concrete pathway along the east side of the channel. The west side of the channel will not have public access due to the limited width of the right of way. Amenities will include lighting, decorative hardscape at the intersecting cul-de-sacs, doggy stations, and trash receptacles.

The total project cost is estimated to be \$1,620,000. The City of Burbank will contribute \$840,000 toward the construction of the project, which it has received from a Community Development Block Grant. The remaining portion will be funded by the District.

Once constructed, the City of Burbank will maintain the improvements for the duration of the Agreement. This includes the maintenance of the landscaping, irrigation lines, trash receptacles, and graffiti abatement.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness by utilizing a collaborative effort to implement the project. This action also meets the Goal of Fiscal Responsibility by allowing the District to effectively utilize funding currently available from the City of Burbank toward the construction of the Lake-Alameda Landscaped Access Path project. This action also meets the Strategic Plan Goal of Service Excellence since the proposed project provides a greenway that improves aesthetics and enriches the quality of life for residents in the County.

FISCAL IMPACT/FINANCING

The total cost of the project is estimated to be \$1,620,000 and is included in the Fiscal Year 2007-08 Flood Control District Fund budget.

We will receive \$840,000 through the Community Development Block Grant from the City of Burbank to partially finance the project.

There will be no impact to the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All necessary permits and clearances will be received from the appropriate Federal, State, or other regulatory or jurisdictional agency during the design and/or construction phases as appropriate. Though this channel is not in the Los Angeles River Master Plan, it is tributary to the Los Angeles River and is consistent with the vision outlined in the Los Angeles River Master Plan, adopted by your Board in 1996.

The District will return to your Board for approval to advertise and award the construction contract of the proposed project in the future.

The enclosed Agreement was executed by the City of Burbank on April 17, 2007, and has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

As the lead agency, the City of Burbank determined the Lake-Alameda Landscaped Access Path project to be categorically exempt pursuant to Section 15301, Class 1, and Section 15304, Class 4, of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The project will have no adverse impact on current services. This project will provide public access along a reach of the Burbank Western Channel, thereby creating a multiuse facility consistent with the Los Angeles River Master Plan and the District's goals of watershed management. The project is in the general interest of the District and will provide increased recreational opportunities and improve the quality of life for citizens of the County.

The Honorable Board of Supervisors
May 15, 2007
Page 4

CONCLUSION

Please return three adopted copies of this letter and three original signed Agreements to Public Works.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald L. Wolfe". The signature is fluid and cursive, with a large initial "D" and "W".

DONALD L. WOLFE
Director of Public Works

TA:sv

P:\wmpubl\Secretarial\Board Letters\Burbank Board Letter.doc\07138

Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT _____
Burbank Western System -
Burbank Channel
Map Book: page 11, Parcels 003,
005, 031, 900; page 14, Parcels
901, 903; page 15, Parcel 900;
page 18, Parcel 900
Thomas Guide 563-H2
Fifth Supervisorial District
R/W Map 7-RW 2.1 & 3.1

USE AGREEMENT

THIS USE AGREEMENT, entered into on _____, 2007, by and
between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

(hereinafter referred to as DISTRICT)

and

CITY OF BURBANK,
a municipal corporation,

(hereinafter referred to as USER)

W I T N E S S E T H

WHEREAS, DISTRICT has fee and/or easement for those portions of the Burbank Western System - Burbank Channel located along the east and west side of Burbank Channel between Alameda Avenue and Victory Boulevard, in the City of Burbank, State of California (hereinafter referred to as PREMISES), as used herein the term PREMISES does not include or apply to the wall of or area within the flood control channel, but shall include the fence located on top of the channel wall; and

WHEREAS, DISTRICT proposes to construct a paved access pathway, install landscaping with irrigation lines, and lighting for the Lake-Alameda Landscaped Access Path project (hereinafter referred to as IMPROVEMENTS) on the PREMISES as shown on Exhibit A attached hereto; and

WHEREAS, USER proposes to maintain IMPROVEMENTS, including the removal of graffiti within the limits of PREMISES; and

WHEREAS, the total cost of project, which includes the costs of construction and construction administration, is estimated to be One Million Six Hundred Twenty Thousand and 00/100 Dollars (\$1,620,000.00), to be initially incurred by DISTRICT with a portion of cost to be reimbursed by USER as specified in Section I.12; and

WHEREAS, USER shall finance fifty-two percent (52%) of the cost of project, which is estimated to be Eight Hundred Forty Thousand and 00/100 (\$840,000.00); and

WHEREAS, DISTRICT shall finance forty-eight percent (48%) of the cost of project, which is estimated to be Seven Hundred Eighty Thousand and 00/100 Dollars (\$780,000.00); and

WHEREAS, DISTRICT, while performing the primary function of flood control, watershed management, and water conservation, is willing to cooperate where feasible with the USER, in USER'S maintenance of IMPROVEMENTS and PREMISES; and

WHEREAS, DISTRICT and USER desire to enter into this USE AGREEMENT to establish the construction, operation, maintenance, and financial obligations of each party with respect to IMPROVEMENTS and PREMISES.

NOW, THEREFORE, in consideration of the promises and faithful performance by USER and DISTRICT of mutual covenants herein contained, for the period of time herein set forth, DISTRICT and USER hereto mutually agree as follows:

SECTION I

USER AGREES:

1. To prepare plans, bid schedule, and specifications for the construction of IMPROVEMENTS at no cost to DISTRICT.
2. To obtain DISTRICT'S approval of the plans and specification for construction of IMPROVEMENTS.
3. To bear fifty-two percent (52%) of the portion of the cost of project, for all IMPROVEMENTS, including, but not limited to, the concrete pathway, retaining wall, lighting, and amenities constructed or placed on the PREMISES by DISTRICT pursuant to this USE AGREEMENT.

4. Upon completion of construction and throughout the term of this USE AGREEMENT, at no cost to DISTRICT, to operate and maintain IMPROVEMENTS.
5. Any alterations, modifications, or changes to IMPROVEMENTS or PREMISES after initial construction will require USER to submit plans and specifications for DISTRICT'S approval in the form of a no-fee permit from DISTRICT'S Construction Division, Subdivision and Permits Unit, prior to any construction at no cost to DISTRICT. USER shall also secure DISTRICT'S prior approval as set forth herein.
6. At no cost to DISTRICT, to keep, inspect, operate, and maintain the PREMISES and IMPROVEMENTS in a safe, clean, and orderly condition at all times during the term of this USE AGREEMENT and not permit rubbish, tin cans, bottles, garbage, etc., to accumulate at any time, nor to commit, suffer, or permit any waste on the PREMISES and IMPROVEMENTS or any acts to be done in violation of any laws or ordinances.
7. To remove graffiti from the PREMISES and IMPROVEMENTS and from all walls located on the PREMISES at no cost to DISTRICT.
8. If property of DISTRICT is damaged by USER or any person entering the PREMISES with the consent of the USER, either expressed or implied, USER shall replace or repair the damaged property within a reasonable time to the satisfaction of the DISTRICT or compensate the DISTRICT for the damage within thirty (30) days of billing.
9. Upon either expiration of this USE AGREEMENT, and any SUBSEQUENT TERMS as provided in Section III.9 below, or upon occurrence of grounds for termination due to substantial incompatibility as set forth in Section III.3 below, all IMPROVEMENTS will be subject to removal by USER at DISTRICT'S request, and cost for removal, and restoration of PREMISES shall be solely borne by USER. At the expiration or sooner termination of this USE AGREEMENT, USER shall, at its own expense, restore the PREMISES to the satisfaction of DISTRICT, to a condition similar or better to that which existed on the commencement date, reasonable wear and tear excepted. If USER fails to either remove the IMPROVEMENTS and restore the PREMISES within thirty (30) days after receipt of notice by DISTRICT, or to commence such removal and restoration efforts and provides DISTRICT with written notice that such efforts cannot reasonably be completed within thirty (30) days, DISTRICT may remove the IMPROVEMENTS itself and the USER agrees to reimburse DISTRICT for any and all expenses incurred within thirty (30) days of billing.

10. In accordance with Government Code, Section 895.4, DISTRICT and USER agree to apportion responsibility and indemnification notwithstanding any other provision of law as follows:

- USER agrees to indemnify, defend, and hold harmless DISTRICT, its governing board, officers, employees, engineers, contractors, or agents against any claims, demands, actions, causes of action, claims for damages, and lawsuits of any nature whatsoever, arising from or in connection with USER'S repair, reconstruction, maintenance, operation, or removal of any IMPROVEMENTS constructed or maintained by USER on, above, or under the PREMISES.
- DISTRICT shall not be liable for any loss occurring due to the operation of the PREMISES; injury, loss, death to any person whomsoever; any damage or destruction to the PREMISES, at any time, occasioned by or arising out of any act, activity, or omission of USER or USER'S officers, agents, employees or assigns.
- USER releases DISTRICT and waives all right to damages for any loss, costs, or expenses USER may sustain as a result of damage to or destruction of USER'S PREMISES or IMPROVEMENTS to the PREMISES attributable to DISTRICT'S flood control or water conservation function or flooding caused by inadequacy or failure of DISTRICT'S facilities.
- Each party agrees to name the other party as an additional insured on all contracts concerning construction, operation and maintenance of the PREMISES and IMPROVEMENTS and to include the other within the protection of any indemnification clause contained in any contract with third parties relating to the PREMISES.

11. Without limiting USER'S indemnification of DISTRICT, parties acknowledge that the USER is self-insured for Comprehensive General Liability and Worker's Compensation. At a minimum, USER shall maintain coverage in the amounts equivalent to the following commercial insurance coverage:

- Coverage for Comprehensive General Liability and property damage with a combined single-limit liability in the amount of not less than Five Million and 00/100 Dollars (\$5,000,000.00), per occurrence.
- Worker's Compensation insurance in such amount as will fully comply with the laws of the State of California and which shall

indemnify, insure, and provide legal defense for both DISTRICT and USER against any loss, claim, or damage arising from any injuries or occupation diseases occurring to any worker employed by or any person retained by USER in the course of carrying out the work or services contemplated in this Agreement.

- The County of Los Angeles and DISTRICT, its governing board, officers, agents, contractors, and employees shall be named as additional insured on all policies of liability insurance. USER shall furnish to DISTRICT a Certificate of Insurance evidencing USER'S insurance coverage no later than ten (10) working days after execution of the Agreement, but before USER takes possession of the PREMISES. Upon renewal of said policy, USER shall furnish to DISTRICT a certificate evidencing USER'S continued insurance coverage as required herein.
- DISTRICT will accept a certificate of self-insurance by USER. The limits of such self-insurance coverage shall meet or exceed those stated herein.

A certificate evidencing such insurance coverage shall be filed with DISTRICT prior to USER providing service hereunder.

12. To reimburse DISTRICT on a quarterly basis for a portion of the cost of project, within thirty (30) days of receipt of a progress report and a reimbursement request form (see attached sample form Exhibit B) from DISTRICT. The total amount to be reimbursed is fifty-two percent (52%) of the total cost of project as indicated in this USE AGREEMENT, which is estimated to be Eight Hundred Forty Thousand and 00/100 Dollars (\$840,000.00). However, USER shall retain ten percent (10%) of the cost of project until DISTRICT demonstrates full compliance with all of the provisions of Section II.6 through Section II.12, below.
13. To review and approve, as appropriate, all requests for Change-Orders submitted by DISTRICT, prior to the commencement of work, within ten (10) business days of receipt.

SECTION II

DISTRICT AGREES:

1. To review plans, bid schedule, and specifications and perform or oversee the construction and inspections for completing the IMPROVEMENTS in accordance with the approved plans and specifications.

2. To construct IMPROVEMENTS based on the Standard Specifications for Public Works Construction (2003 Edition with Additions/Amendments of November 2003 and the 2004 Supplement) and in accordance with the approved plans and specifications for IMPROVEMENTS.
3. To grant USER permission to use DISTRICT'S right of way for purposes stated herein.
4. To provide approved As-Built plans to USER.
5. To publish, at least twice, in general circulation newspapers soliciting bids for the project; encouraging participation by minority, women, disabled, and disadvantaged business enterprises to the maximum extent possible.
6. To comply with USER'S bid solicitation selection process in compliance with United States Department of Housing and Urban Development (HUD) and/or Federal fund provisions/requirements (Reference attachments: Bid Procedure and Contract Award Process Exhibit C; Attachment 1 (Notice Inviting Bids); Attachment 2 (Federal Fund Contracts – Bid Solicitation Policy Good Faith Effort); and Attachment 3 (Federal Labor Standards Provisions [HUD 4010])).
7. To provide USER the bid schedule and related bid documents for final review and approval prior to the solicitation of contract bids.
8. To conduct prebid, preaward, and preconstruction meetings to ensure Federal fund provisions and requirements are explained to relevant contractors, subcontractors, and other interested parties; and to distribute related Federal forms and documents to all contractors.
9. To provide USER with a listing of all prime contractor(s) and subcontractor(s) by name, address, contractor license number, and Federal Tax Identification Number to ensure contractor eligibility and participation.
10. To collect prime contractor(s) and all subcontractor(s) certified payrolls for USER review and approval as contract payments are made.
11. To conduct periodic job site interviews of prime contractor and subcontractor employees, as provided on form HUD-11 (Exhibit D), and submit to USER for review.
12. To collect all requested contractor's payroll related information and documents for USER review/approval prior to the payment of any final (retention) payments.

13. To bear forty-eight percent (48%) of the portion of cost of project of total shared project costs as indicated in this USE AGREEMENT, for all IMPROVEMENTS, including, but not limited to, fencing, landscaping, and its irrigation system constructed or placed on the PREMISES by DISTRICT pursuant to this USE AGREEMENT.
14. To submit requests for Change Orders, associated with the project, to the USER for review and approval prior to acceptance and incorporation of said Change Order for construction.
15. To conduct weekly construction meetings, which include the contractor(s), DISTRICT, USER, and USER'S consultants.
16. To exercise its best efforts to adhere to USER'S Schedule of Performance, attached hereto as Exhibit E, and consult with USER on any deviations and/or necessary Amendments.
17. To require all contractors and subcontractors to name USER as an additional insured on all insurance policies required for construction of the IMPROVEMENTS.
18. To obtain all necessary utility clearances required for construction of IMPROVEMENTS.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. USER shall use PREMISES for purposes of operating and maintaining IMPROVEMENTS. USER shall not use PREMISES for any other purpose without the prior written consent of DISTRICT.
2. USER and DISTRICT shall have no financial obligation to each other under this USE AGREEMENT, except as herein expressly provided.
3. Use of the PREMISES shall be subordinate to the basic flood control, water conservation, and watershed purposes as determined by DISTRICT'S Chief Engineer and shall in no way conflict with this purpose. DISTRICT reserves the right to terminate this USE AGREEMENT, should, in its opinion, there develop a substantial incompatibility between the USER'S permitted use herein and DISTRICT'S uses for flood control, water conservation, watershed management, utility, or transportation purposes, arising from any cause whatsoever. Prior to any such termination, DISTRICT shall provide USER with notice of any such incompatibility between uses, and a reasonable period of time to cure

such incompatibilities, which period of time shall be at least thirty (30) days. In the event USER cannot cure the substantial incompatibilities identified by DISTRICT within thirty (30) days, said use shall be terminated one hundred eighty (180) days after notification in writing by DISTRICT'S Chief Engineer. USER also agrees to perform any required modifications or to relocate or remove any of its IMPROVEMENTS within the PREMISES upon written receipt of notice from DISTRICT if in the sole opinion of DISTRICT, it is determined that USER'S IMPROVEMENTS interfere with DISTRICT'S primary function of flood control, water conservation, and watershed management. Notwithstanding the cure provision set forth above, in the event DISTRICT'S Chief Engineer determines that a substantial incompatibility exists, USER shall immediately suspend use of the PREMISES and work with DISTRICT to cure such hazardous condition(s).

4. DISTRICT may enter onto the PREMISES for flood control, watershed management, and water conservation purposes, without notice to USER, in order to allow the performance by DISTRICT, its officers, agents, invitees, and employees of emergency services work necessary to protect life, property, or the PREMISES from impending fire, fire damage, earthquake damage, flood damage, road damage, or any other condition the DISTRICT determines to be an emergency. In such cases of emergencies, as DISTRICT will solely determine, the PREMISES could be subject to temporary closure and temporary suspension of this USE AGREEMENT. In such emergency events, DISTRICT shall provide notice to USER as soon as is practical, but shall not require prior approval from USER to temporarily close the PREMISES or temporarily suspend this USE AGREEMENT.
5. The parties expressly recognize and intend that in consideration of this USE AGREEMENT, which is solely for USER'S benefit, that DISTRICT will not become subject to any liability whatsoever, for any injury, death, or property damage arising from any use of the PREMISES or IMPROVEMENTS, while the PREMISES and IMPROVEMENTS are under the control of USER, by persons who gain entry through openings or areas provided for USER'S use.
6. USER waives all rights to damages and releases DISTRICT of all liability for any loss, cost or expense USER may sustain as a result of damage to or destruction of its facilities on or adjacent to the PREMISES caused by the inadequacy or failure of DISTRICT'S flood control or water conservation facilities.
7. DISTRICT, its Board, any authorized officer, engineer, employee, contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times

during the term of this USE AGREEMENT all without interference or hindrance by USER, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.

8. USER hereby warrants and represents that it will not cause or allow to be caused, the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of DISTRICT.
9. USER shall prepare and obtain all necessary environmental documents and environmental permits required for construction of IMPROVEMENTS in compliance with the California Environmental Quality Act, applicable local ordinances, State and Federal laws.
10. The initial term of this USE AGREEMENT shall be for a period of fifty-five (55) years (INITIAL TERM) and shall commence upon execution by the DISTRICT. Except as otherwise provided in this USE AGREEMENT, this USE AGREEMENT and any subsequent permit(s) affecting the PREMISES issued by DISTRICT may be terminated by either party following written notice of intention to terminate, which shall specify the grounds for such termination and which shall be delivered not less than one hundred eighty (180) days prior to the termination date. During the 180-day period, the parties agree to meet and confer on the grounds for termination and determine whether there are reasonable terms under which the USE AGREEMENT can be continued. In the event the parties cannot reach agreement within the 180-day period, this USE AGREEMENT may be terminated after a thirty (30)-day notice of termination. Unless earlier terminated, upon expiration of the INITIAL TERM, this USE AGREEMENT shall be automatically extended for a subsequent ten (10)-year term, upon the expiration of the then current term (SUBSEQUENT TERM).
11. USER and DISTRICT agree to share the costs of all construction costs and Change Orders associated with construction of the project, where USER'S portion shall be fifty-two percent (52%) of additional costs and DISTRICT'S portion shall be forty-eight percent (48%) of additional costs.
12. Any notice to be given or document to be delivered by DISTRICT or USER to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

IN WITNESS WHEREOF, the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused the USE AGREEMENT to be subscribed by the Chairman of the Board and the seal of said DISTRICT to be affixed hereto and attested by its Executive Officer of the Board of Supervisors, and the USER has hereunto subscribed their names, the day and year first above written.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT
a body corporate and politic

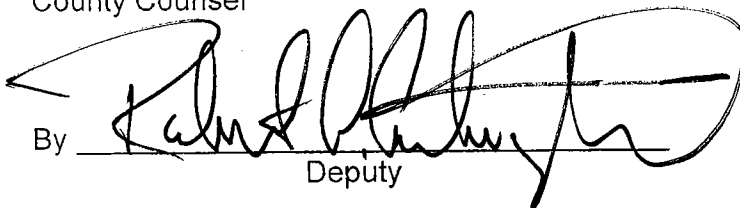
By _____
Chairman, Board of Supervisors
of the Los Angeles County
Flood Control District

ATTEST:

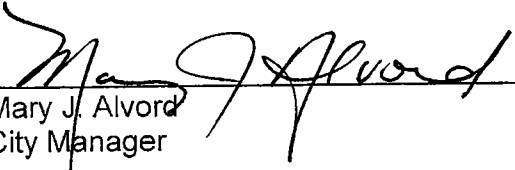
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

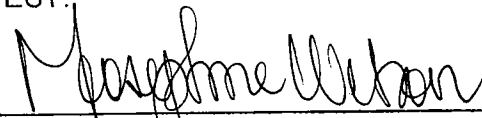
APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

CITY OF BURBANK

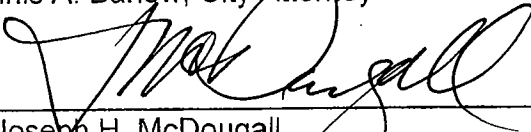
By 
Mary J. Alvord
City Manager

ATTEST:

By 
Josephine Wilson, Deputy City Clerk

APPROVED AS TO FORM FOR CITY:

Dennis A. Barlow, City Attorney

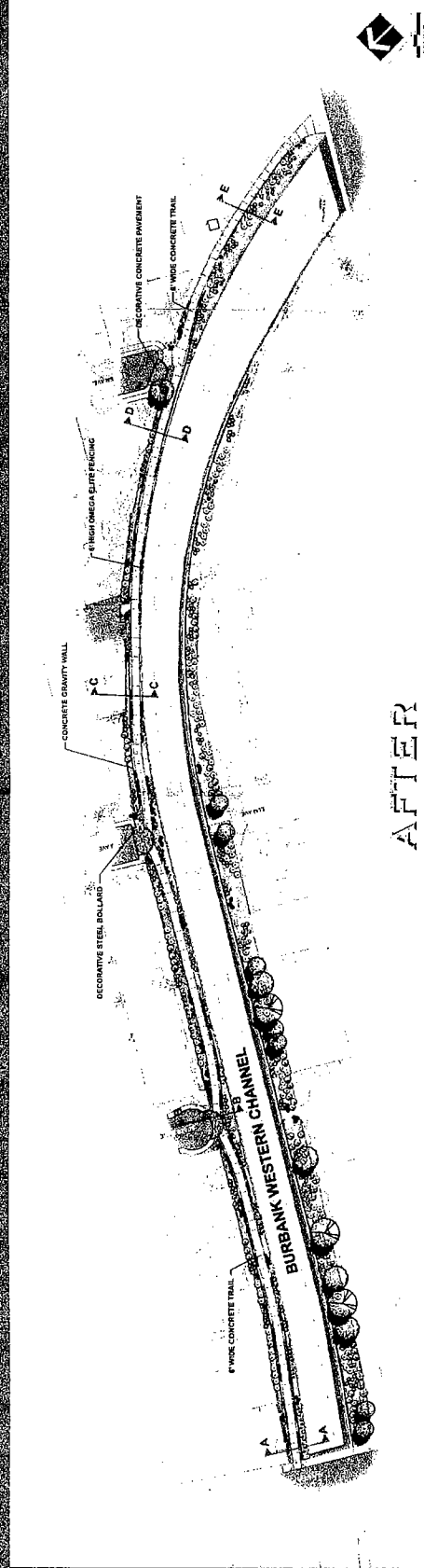
By 
Joseph H. McDougall
Senior Assistant City Attorney

TA:sv

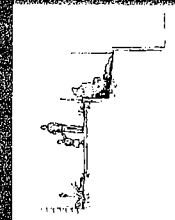
P:\wmpub\Secretarial\Agreements\Lake-Alameda Landscaped Access Path - Use Agreement- REVISED DRAFT (04-03-07) - Clean.DOC



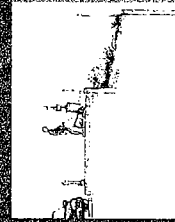
DAVID EVANS
CLASSICARTS
2 Roth Haven, Suite 300
Cupertino, CA 95014
709-401-5759



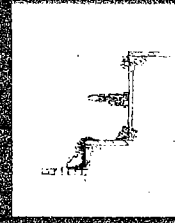
22
23
24
25
26



SECTION ONE



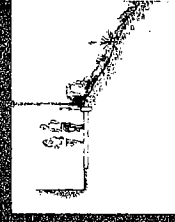
SECTION 1107



SECTION ON



SECTION



SECTION 11.14.1

SAMPLE FORM

LAKE-ALAMEDA LANDSCAPED ACCESS PATH PROJECT

REIMBURSEMENT REQUEST

DATE: _____

TO: Escrow Company

FROM: Los Angeles County Flood Control District

RE: Escrow No. _____
Reimbursement Request No. _____

INVOICING SUMMARY

	Brief Description (Invoices Attached)	Amount
A.	_____	\$ _____
B.	_____	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____
	Total	\$ _____

REIMBURSEMENT REQUEST AMOUNT

Los Angeles County Flood Control District is requesting the City of Burbank's portion in the amount of:

\$ _____

Please make check payable to the **Los Angeles County Flood Control District**.

CITY OF BURBANK APPROVAL:

Date

Susan Georgino, Community Development Director

Date

Ruth Davidson-Guerra, Assistant CD Director/
Housing and Redevelopment

EXHIBIT B

BID PROCEDURE AND CONTRACT AWARD PROCESS

Bid specifications and bid schedule documents reviewed by USER prior to bid notice preparation and bid schedule distribution.	May 2007
Publish/advertise for contractors/bids (at least twice). Advertisements to encourage participation by minority, women, disadvantaged, and local business enterprises and establish a mandatory pre-bid meeting date; and a bid due date.	June 2007
Conduct pre-bid meeting to explain federal compliance measures to all primary contractors and subcontractors.	July 2007
Conduct bid opening.	August 2007
Select lowest responsible bidder; cost and federal bid compliance factors considered.	August 2007
Contract awarded.	September 2007
Conduct pre-construction meeting; distribute federal general wage decision and explain Davis-Bacon Act provisions to all contractors.	September 2007
Issue Notice to Proceed	October 2007

EXHIBIT C

Notice Inviting Bids

Notice is hereby given that (Los Angeles County) acting by and through its Governing Board, hereinafter referred to as ("the District") will receive up to, but not later than (Date and Time), sealed bids for the award of a contract for:

(Insert Work Scope/Description)

All bids shall be made on a form furnished by the District. Bids shall be received at (District Address) and shall be opened and publicly read aloud at the above stated time and place.

Each bid must conform and be responsive to the contract documents, copies of which are on file and may be obtained from (Name of Person or Office and Address) Each bidder may obtain one (1) set of drawings and specifications upon receipt of a non-refundable fee of (\$Optional Fee). Each bid shall be accompanied by (1) the security referred to in the contract documents and (2) the list of proposed subcontractors.

Since the Notice Inviting Bids covers a project(s) that is federally funded, the bid documents, contract documents, certifications, forms, bid procedure, and contract award shall comply with all applicable federal regulations as authorized by, among others, Title I of the Housing and Community Development Act of 1974 and 1987, 42 U.S.C. 5304-5320, Title II of the National Affordable Housing Act, 42 U.S.C. 12741-12839, and Section 3 of the Housing and Community Development Act of 1968 and 1992, 12 U.S.C. 1701u. The regulations and requirements include, but are not limited to 24 CFR Part 570, Subparts A-O; 24 CFR Part 135; 24 CFR Part 85; 24 CFR Part 91; 24 CFR Part 92; 29 CFR Parts 1, 3, 5, 6, 7 and 30; and 41 CFR Part 60.

As the project or program to which the construction work applies is financed or assisted with applicable federal funds, Federal Labor Standards Provisions [U.S. Department of Housing and Urban Development, HUD-4010 Form] shall apply. This form covers requirements under the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act.

Bidders shall notify minority, women, disadvantaged and disabled veteran enterprises, contractor/trade associations, business development centers, and section 3 business concerns and residents of their intention to solicit participation at least two weeks prior to bid opening. Such notification shall be by registered or certified mail and bidders must submit evidence of this outreach with their proposals.

All documents, certifications, and forms included in the Bid Schedule or provided as an attachment, addendum or amendment must be appropriately completed, signed by an authorized person and returned with your bid proposal(s). Bid proposals must also include the submission of documents/evidence indicating compliance with federal regulations encouraging participation by minority/women/disadvantaged enterprises ["good faith effort" policy]. Proposals that do not include all the required documents as described above will be deemed non-responsive and will not receive consideration for contract award.

Successful bidder agrees to complete all documents necessary and comply with all provisions for a Community Development Block Grant (CDBG) project financed with U.S. Department of Housing & Urban Development (HUD) funds.

In accordance with provisions of Government Code 4590, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the Contractor.

A MANDATORY PRE-BID MEETING AND JOB WALK WILL BE HELD FOR ALL PROSPECTIVE BIDDERS AND THEIR SUBCONTRACTORS AT (DATE, TIME, AND LOCATION). ANY BIDDER NOT PARTICIPATING IN THE MANDATORY PRE-BID MEETING AND JOB WALK WILL BE DISQUALIFIED FROM SUBMITTING A BID AT THE BID OPENING.

Federal Fund Contracts Bid Solicitation Policy "Good Faith Effort"

In the award of contracts or agreements involving federal funds and the award of contracts or agreements in response to advertised requests for bids or proposals, entitlements are bound by federal regulations and requirements to encourage contract participation by small/minority/women/disadvantaged enterprises and require equal employment opportunity for all individuals [24 CFR 570.904, 24 CFR Part 135, 24 CFR 85.36(e), and Executive Orders 11625, 12432 and 12138]. In compliance with these regulations, this project requires the solicitation of bids that meet a standard of "good faith effort". Adherence to this policy is mandated and the District will not fund any project or award any contract/agreement that fails to comply with this submission requirement.

For the purpose of Request for Bids or Request for Proposals, bidders shall notify minority, women, disadvantaged, and disabled veteran enterprises, contractor/trade associations, business development centers, and section 3 business concerns and residents of their intention to solicit participation at least two weeks prior to bid opening. Such notification shall be by registered or certified mail or by other proof of notification that is approved. Bidders must submit evidence of this outreach and other "good faith effort" documents with their proposals.

Compliance with this policy requires a minimum score of 70 percent from the alternatives listed below. Any combination of outreach totaling at least 70 percent will be sufficient to constitute "good faith effort". Written evidence or verification of compliance with this effort must be submitted with the subject bid or proposal and by the appropriate deadline date. Failure to submit such evidence and/or failure to meet the minimum score of 70 percent will disqualify your bid submittal.

Documentation includes, but is not limited to, proof of advertisement, certified mail receipts, registered mail receipts, signed contracts and/or agreements, logs and journals. Logs/journals must list the date and time of contact, name of the company/organization solicited, type of entity (MBE/WBE/DBE/DVBE), directory and/or journal where the company/organization is listed as a certified MBE/WBE/DBE/DVBE, and the company/organization's response to the solicitation, if any, and a copy of the bidder's original letter or notice.

<u>Solicitation:</u>	Newspaper Advertisement (general circulation)	5%
	Newspaper Advertisement (local circulation)	10%
	MBE/WBE/DBE/DVBE Owned Enterprises	2% each
	Trade Publication Advertisement	5%
<u>Prime Contractor is a MBE/WBE/DBE/DVBE Owned Enterprise:</u>		10%
<u>Subcontractor is a MBE/WBE/DBE/DVBE Owned Enterprise:</u>		10% each
<u>A Section 3 Business Enterprise is Used:</u>		
<u>(Minimum 10% of the overall contract price):</u>		20% each
<u>(Minimum 5% of the overall contract price):</u>		10% each

Employment of Section 3 residents:

(5 jobs provided):

30%

(4 jobs provided):

25%

(3 jobs provided):

20%

(2 jobs provided):

10%

(1 job provided):

5%

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009
(exp. 08/31/2007)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Your job classification(s) (list all) — continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
8. Are you an apprentice or trainee? <input type="checkbox"/> Y <input type="checkbox"/> N		10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? <input type="checkbox"/> Y <input type="checkbox"/> N		9. Are you paid for all hours worked? <input type="checkbox"/> Y <input type="checkbox"/> N	
12a. Employee Signature		11. Have you ever been threatened or coerced into giving up any part of your pay? <input type="checkbox"/> Y <input type="checkbox"/> N			
12b. Date					
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)		15b. Signature of Interviewer		15c. Date of interview	

Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner

17b. Date

EXHIBIT D

Instructions

General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11

Items 1a - 1c: Self-explanatory

Items 2a - 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a - 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 - 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) - responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 - 12b: Self-explanatory

Items 13 - 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 - 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

SCHEDULE OF PERFORMANCE

Approval of Use Agreement by County Board of Supervisors	May 8, 2007
Bid specifications and bid schedule documents reviewed by USER prior to bid notice preparation and bid schedule distribution.	May 2007
Conduct bidding and procurement process as outlined in Exhibit C.	June through September 2007
Issue Notice to Proceed	October 2007
Begin Construction	November 2007
Complete Construction	April 2008

EXHIBIT E